

AGREEMENT BETWEEN THE  
FRATERNAL ORDER OF POLICE, LODGE #1  
AND THE  
CITY OF COUNCIL BLUFFS

July 1, 2017 through June 30, 2020

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## **PREAMBLE**

**WHEREAS,** the City of Council Bluffs, by authorization of the laws of the State of Iowa, is a municipal corporation; and

**WHEREAS,** the Union and the City ascribe to and recognize that the mission and purpose of the City of Council Bluffs is to provide quality, economical and essential municipal services to the citizens we serve.

## **THEREFORE**

This contract is entered into as of July 1, 2017 between the City of Council Bluffs, hereinafter referred to as the City, and the Fraternal Order of Police, Lodge #1, hereinafter referred to as the Union.

It is the intent and purpose of this contract to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

The employer recognizes the union, the employee organization certified by the Public Employment Relations Board of the State of Iowa, as the exclusive bargaining representative for the public employees within the following group:

Eligible members of the Police Department, excluding the Chief, Captains, Lieutenants, Sergeants, civilian employees, casual employees, temporary employees, and those other employees defined by Section 4 of the Public Employment Relations Act.

## **ARTICLE 2**

### **NONDISCRIMINATION**

- A. The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity as required in this agreement on behalf of the members of the bargaining unit, nor will the City encourage membership in another union.
- B. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## ARTICLE 3

### **MANAGEMENT RIGHTS**

Except where limited by express provisions elsewhere in this agreement, nothing in this agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Iowa and the City's ordinances. These rights, powers, and authority include, but are not limited to, the following:

1. Direct work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees within the agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

## ARTICLE 4

### **DUES CHECK OFF**

The City, where so authorized and directed by an individual employee in writing, upon authorization and direction from, will deduct local union dues from the wages of such employees, subject to the garnishment laws of the State of Iowa, and remit the same monthly to the local union, subject, however, to the following terms and conditions.

- A. Deductions shall be made from only one payment of wages each month, except that if no wages are paid an authorizing employee on the second City payday of a given month, deductions for that month will be made from any wages which may be paid to him/her on the next succeeding final monthly City payday.
- B. The authorization and direction form shall be operative only when permanently filed with the City on the proper form.
- C. A dues deduction authorization properly filed will be deemed to extend through the life of this agreement, and any extension or renewal of it jointly agreed upon by the City and the union under which the City may agree to honor the authorization.

- D. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and may be canceled upon thirty (30) days written notice to the City Finance Director.
- E. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the union of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of an error on the check-off list, proper adjustments of the same will be made by the union with the employee.

The City agrees to deduct from the last payday of each month, the union dues in the amount of \$35.00 to be deposited directly into the financial institution as directed by the union, and the union agrees to hold the City harmless against any and all claims, demands, suits, or other form of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of the check-off.

The union will be allowed one (1) change in the amount of monthly dues to be collected without loss to the union.

Should this change in the deduction amount or method require a computer programming change, the union shall be liable for the cost of such change or changes. Payment shall be made to the City within ten (10) days of receipt of billing.

## ARTICLE 5

### HOURS

#### **Section 1. Hours of Work**

- A. A work week is a regular recurring period of 168 hours in the form of seven consecutive twenty-four (24) hour periods. It may begin on any day of the week and at any hour of the day, and need not be the same for all divisions and all employees. Once established, however, an employee's work week may not be changed unless the change is intended to be permanent.
- B. Hours worked include all time an employee is required to be on duty or on the employer's premises, or at a prescribed work place and all time during which he is required to work.
- C. Eight (8) consecutive hours of work, or ten (10) consecutive hours for those employees under the 4/40 plan, shall constitute a work shift. The regular hours of work shall also include a 10 minute briefing period when required by the City. The Chief may request volunteers to be assigned to the 4/40 plan when so determined. In the event that there is not a sufficient number of volunteers or a special assignment occurs, the Chief may assign employees to the 4/40 plan, however said change in the employees work schedule may not exceed twenty (20) calendar days. Such assignments shall not be made for punitive purposes.

- D. Employees will be granted the ability to “flex” their hours of work. When mutually agreed upon by the employee and the City, these employees may come to work up to two (2) hours prior to or later than their regularly assigned shift. In most cases, the flex schedule shall be agreed upon by the end of the prior workday. These employees would still work an eight (8) or ten (10) hour shift, according to their assigned daily schedule. Any other modifications of the employee’s daily hours of work would require the prior approval of both the employee and supervisor.

## **Section 2. Breaks**

- A. Rest Periods: Employees shall be granted one 15 minute rest period during each work shift provided, however, that the granting of the rest periods shall be at such times as is feasible, and in no case shall rest periods be compounded.
- B. Meal Periods: All employees shall be granted a 45 minute lunch period. The lunch period shall be scheduled at the middle of the shift. The employees shall be granted an additional meal period when he/she is required to (and does) work four (4) hours beyond the regular quitting time. Employees shall be granted additional meal periods every four (4) hours thereafter while he/she continues to work.

## **Section 3. Uniform Division Schedule**

The hours of work for the uniform division shall be a repeating 12 week cycle as shown in Appendix A of this contract.

The normal hours of work for the Uniform Division shall be as follows:

A Shift 0650 – 1500;                      B Shift 1450 – 2300;                      C Shift 2250 – 0700

The Chief of Police maintains the right to establish additional shift hours other than those specified above to meet the needs of the City. In this event, these positions shall be filled first by volunteers according to seniority (excluding probationary employees. If there are no volunteers these positions shall be filled by inverse seniority (excluding probationary employees).

## ARTICLE 6

### **CALL BACK PAY**

#### **Section 1. – Call Back After Assigned Shift**

An employee called back to work after completing his regular work shift shall be paid at the rate of one and one-half (1 ½) times his regular hourly rate for all time actually worked, but shall be guaranteed a minimum of two and one half (2 ½) hours of overtime pay. The City shall make every attempt in calling an employee back to work outside of his normal working hours, to do so in a manner that is considerate of the employee's work schedule. The employee shall make every attempt possible to complete the necessary work prior to leaving his work shift. Whenever feasible, such business shall be postponed until the employee's next schedule work shift.

#### **Section 2. – Court Time**

Court time (actual time spent in court and/or pre-trial conferences) shall be considered call back time under Section 1. However, officers required to participate in off duty pre-trial telephonic conferences with the City or County Attorney offices or phone conferences with other government agencies shall be paid a minimum of one hour pay at the overtime rate of pay.

#### **Section 3. – Call Out Pay**

Employees who accept an assignment to a specialty position understand that they may be placed on an availability list for call outs. Employees who are placed on an availability list, and can decline to report for unscheduled work, are not considered “on-call” and will not receive any additional compensation. However, if an employee assigned to a specialty position works an unscheduled work assignment, they will be compensated for the actual work time at a rate of one and one half (1 ½) times his/her regular hourly rate for all time actually worked, but shall be guaranteed a minimum of two and one half (2 ½) hours of overtime pay.

#### **Section 4. – “On Call” Pay**

Employees who are directed by their command staff to be available for, and capable of responding to, an on-call assignment within a specific period of time shall be compensated at the rate of two and one half (2 ½) hours of overtime pay for each on-call assignment.

If an employee is required to return to work while on-call, they will be compensated for the actual work time at their regular rate of pay or at a rate of one and one half (1 ½) times his/her regular hourly rate with a minimum of two and one half (2 ½) hours of overtime pay.

The provisions of Section 1 do not apply:

- A. When an employee is on the work premises prior to beginning his regular work shift and is required to begin that shift early. This shall entitle the employee to overtime pay for only the actual time worked prior to his scheduled shift beginning, except when the employee and

supervisor mutually agree to flex the employee's hours.

- B. When an employee is recalled to complete work which should have been completed before the employee left work, and it is necessary, in the opinion of the supervisor, that the work be completed immediately.
- C. When an employee is called back for final disciplinary action by his/her Captain or the Chief of Police.
- D. When an employee is requested to report for work prior to beginning the employee's regular work shift and such request is made at least 8 hours prior to the start of the employee's next work shift.
- E. When, in the opinion of the Police Chief, an emergency situation exists and an employee is notified to report to work no more than thirty minutes early.

## ARTICLE 7

### **OVERTIME COMPENSATION**

Employees shall be compensated by cash payment at the rate of one and one-half (1 ½) times the regular hourly rate for work performed outside of the employee's scheduled hours. Employees are expected to work a reasonable amount of overtime if conditions necessitate. This provision shall not include the required briefing period of 10 minutes. Employees who work overtime on a city observed holiday shall be compensated at the rate of two (2) times the regular hourly rate.

All approved paid leave time, vacation, holidays, sick leave, and perfect attendance pay, shall be counted as hours worked for the purpose of determining eligibility for contractual overtime. At the discretion of the Police Chief, if requested by the employee, compensatory time at time and one-half (1 ½) may be given in lieu of cash payment for overtime work.

- A. Employees shall be allowed to accumulate up to 120 hours of compensatory time off. Compensatory time shall be considered equally to other forms of paid leave (vacation, holidays, perfect attendance) when considering leave requests. At no time will an employee's compensatory time balance exceed 120 hours.
- B. Scheduling of compensatory time off must be approved by the Chief or his designated representative.
- C. Whenever conditions necessitate the use of overtime to fill short-term vacancies which may occur, the following procedures shall be followed:
  - 1. Vacancies on each shift shall first be filled by available personnel from the shift on which the vacancies occur, by allowing officers to work at the overtime rate, on the officer's regular day off.



2. Vacancies or assignments which are unable to be filled by available personnel from the shift shall be filled by any officer, regardless of his shift assignment.
3. Forced Overtime - Applicable to Uniform Division Officers Only. Should it become necessary to draft or force an employee to work an overtime assignment, the City shall make every effort to provide such an employee with a minimum of 16 consecutive hours' notice of the overtime assignment. If the City does not provide at least 16 consecutive hours' notice of a forced overtime assignment the employee shall be compensated, in lieu of the overtime rate in Article 6, Call Back Pay, Section 1, at the rate of two (2) times the regular hourly rate for work performed during this assignment (exclusive of briefing time). Hours eligible for overtime compensation described in Article 6, Call Back Pay, shall not qualify as a "forced" overtime assignment.

If the employee is forced to work overtime and is cancelled within the 16 hour deadline, that employee will be compensated at the rate of 2 ½ hours of overtime. Once an employee begins the forced shift they are responsible for completing at least 4 hours work. The forced employee shall be paid a minimum of 4 hours. If the forced employee finds a replacement who works part or all of the forced shift they will only be paid for the actual hours worked. The employee who volunteered to relieve the forced employee is only eligible for the overtime rate of pay.

4. Supervisors shall attempt at all times to take the necessary precautions to ensure that available overtime is fairly and equitably distributed.
5. The City and the Union shall establish and maintain a policy and procedure to equitably fill slots for overtime at each of the City-administered overtime venues.

## ARTICLE 8

### SENIORITY

- A. The seniority of employees covered by this agreement is as set forth under the provisions of section 400.12 of the Iowa Code.
- B. A list of all employees shall be prepared and posted on/or before July 1, of each year, indicating the standing of each employee as to his seniority.
- C. Assignments to each division shall be made by the Chief of Police and will be finalized at least 60 days before the start of the first shift change in January. Uniform Division team assignments will be made within 54 days before the start of the first shift change in January. All officers covered by this agreement may bid their shift preference or hours of work within their respective division by seniority. These assignments will be made according to seniority on the first shift change in January. Vacancies occurring for permanent assignments after the January 1 shift assignments shall be filled by the Chief. Should an officer's position or assignment be eliminated, other than by his/her request, the officer shall have the right to

utilize his/her seniority rights to bid (bump) scheduled hours of work as prescribed by the City. Should an officer voluntarily request reassignment, it shall be made at the discretion of the Chief of Police. There shall be no distinction made between the seniority rights of master officers and patrolmen, as these rights pertain to shift bidding and vacation choice.

- D. Permanent assignments shall be considered 90 days or more.

## ARTICLE 9

### **EDUCATIONAL BENEFIT**

#### **Section 1 - College Incentive Pay**

For employees hired on or before June 30, 2011, the following benefit shall apply:

- A. The City will pay forty-six cents (.46) per semester credit hour, per bi-weekly payroll period, for all satisfactorily completed credit grades of "C" and above, and in excess of 12 semester credits, to a maximum of \$50.76 per bi-weekly pay period. The City will pay for courses only within the City approved programs. All individuals having between 13-18 semester credits shall relinquish the educational benefit after two (2) years if they haven't continued satisfactorily in an approved program and completed in excess of 18 semester credits.
- B. The term "City approved program" shall mean hours that an employee takes as part of the course requirements of an associate or bachelor's level degree from an accredited college or university.
- C. An employee who has obtained college credits from an accredited college or university prior to being hired by the City shall be eligible for payment for these hours as provided in this article.
- D. Accredited college shall mean that the college has been accredited by the North Central Association of Schools and Colleges or an equivalent regional accrediting agency.
- E. It shall be the responsibility of the employee to provide an approved transcript or grade slip to the personnel department. Payment for new hours obtained will be made effective the beginning date of the next FLSA period following receipt of proper documentation.

Employees hired after June 30, 2011, shall not be eligible for the benefit provided in this section. These employees shall be eligible only for Tuition Reimbursement as provided in Section 2 of this article.

#### **Section 2 - Tuition Reimbursement**

Employees shall be eligible to apply for tuition reimbursement in accordance with the City's Personnel Policy on Tuition Reimbursement. Such reimbursement shall be limited to courses taken under a City approved program which are applicable to the City's police services. No reimbursement will be provided for courses eligible for payment under Section 1 above.

Employees who are receiving payment under Section 1, College Incentive Pay, can request approval for tuition reimbursement for hours that would be eligible under Section 1. However, once such a request is approved, the employee shall no longer be eligible for any additional payment under Section 1 over and above the payment being received as of the date approval of such a request is given. The employee shall be eligible to continue any payment in effect at the time the approval is made.

## ARTICLE 10

### **MEDICAL EXAMINATION**

A medical or psychological examination may periodically be required of employees by the Police Chief, and shall be paid for by the City. The results of such examination shall be used to determine the availability of employees to remain in their respective positions, work place, or City employment.

Nothing shall prohibit an employee from seeking a medical opinion from a doctor of his choice, at his cost, and the City will consider the results of said examination.

Nothing in this article shall be construed to have any effect on the operation and actions of the Police Pension Board.

## ARTICLE 11

### **UNIFORM MAINTENANCE**

Employees shall receive \$350 per year for uniform maintenance. Should an employee work less than the full year, the amount paid for this allowance shall be prorated based on the number of months the employee is in continuous service with the City. This shall be paid the last payday in July of each year during the term of this agreement.

## ARTICLE 12

### **INSURANCE**

#### **Section 1. Health Insurance**

The City shall maintain a group health insurance plan for eligible employees with the City paying all of the accrual rate established by the plan administrator except for the amount specified as the employee contributions.

#### **EMPLOYEE CONTRIBUTION FOR HEALTH INSURANCE**

| Effective<br>July 1, 2017  | Effective<br>July 1, 2018   | Effective<br>July 1, 2019   |
|--|---|---|
| All levels of coverage<br><br>10% Accrual Rate in<br>effect 6-30-17. | All levels of coverage<br><br>10% of Accrual Rate in<br>effect 6-30-18. | All levels of coverage<br><br>10% of Accrual Rate in<br>effect 6-30-19. |

The employee contribution shall be divided equally among twenty-four (24) pay periods. The remaining cost of the health plan shall be paid by the City. The City shall allow employee contributions to be made with pre-tax dollars through a Section 125, Premium Only Plan.

All health benefits shall be paid in accordance with the Comprehensive Medical Benefits plan as shown in Appendix F of this contract. The various components of the benefits may be modified to keep premium rates competitive. The City will provide the revised Comprehensive Medical Benefit if it does, in fact, change.

Before any new group health insurance plan is implemented, proposals based on essentially equivalent specifications are to be secured. Specifications are to be set by the City. The Union may participate with the City in establishing the specifications.

If an employee or his/her dependents do not enroll in the City-provided health plan at the time of appointment, or if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the health insurance carrier or administrator on the basis of underwriting policy. The terms of any contract or policy issued by an insurance carrier or administrator shall be controlling in all matters pertaining to benefits there under.

An employee who is drawing worker's compensation shall be entitled to remain on the City group insurance plan for one (1) year.

#### **Section 2. Life Insurance**

All eligible employees shall receive, after thirty (30) days employment, a \$25,000 double indemnity life insurance policy carried by and through the City. The policy shall include a provision to allow employees the option of purchasing supplementary life insurance at their own cost through payroll deduction.

### **Section 3. Dental Insurance**

The City shall maintain a group dental insurance plan and shall pay 100% of the premium cost for both employee and dependent coverage during the term of the contract. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under.

### **Section 4. Eye Care**

The City shall maintain a group eye care plan and shall pay 100% of the premium cost for employee or family coverage. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under.

### **Section 5. Post Employment Health Plan**

The City shall establish a Post Employment Health Plan for employees. The City contribution to this plan shall be \$40 per month.

### **Section 6. Health Insurance Advisory Committee**

The City agrees to form a Public Safety Benefits Committee that shall be comprised of two (2) members from the FOP, two (2) members from the Fire Union, and the Director of Human Resources, whose purpose will be to evaluate and analyze various available health insurance (medical, dental, vision, and life insurance, and prescription drugs) options. The Benefits Committee will meet during the second or third week of January to review proposals and recommendations on an annual basis. The Committee will meet again to make a decision before the end of February. Benefits will remain unchanged unless a consensus is reached among the committee members to make a change.

## **ARTICLE 13**

### **HOLIDAYS**

#### **Section 1. Compensation**

Each full-time employee shall be paid eighty-eight (88) hours of holiday pay at his/her regular rate of pay. Eligibility shall be on a pro-rata basis in the event an employee is, (1) employed less than the full contract year; or (2) on an unpaid leave of absence of 30 calendar days or more.

#### **Section 2. Premium Pay for Work on Designated Days**

If an employee is required to and does work on one of the designated days, such employee shall be entitled to pay at a rate which is 50% greater than his/her regular hourly rate. This payment shall be in addition to the holiday compensation provided in Section 1 of this article.

#### **Section 3. Designated Holidays**

Designated Days: July 4, Labor Day, Veteran's Day (November 11), Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day (last Monday in May), and Christmas Eve.

#### **Section 4. Eligibility Requirement for Premium Pay**

To be eligible for the premium pay under Section 2, an employee must work on a shift in which the majority of hours worked fall during the designated day. Those actually working these shifts will be eligible for the premium pay for all of the hours of such shift.

#### **Section 5. Payment**

The holiday pay provided in Section 1 shall be paid the last payday in June.

#### **Section 6. Comp Time in Lieu of Pay**

Compensation for the benefits provided under Section 1 or 2 may be taken as compensatory time off at the discretion of the employee's watch commander and the approval of the Chief of Police, based upon available manpower, work schedules, and other working conditions.

#### **Section 7. Compounding of Overtime Pay Not Allowed**

It is agreed that there shall be no pyramiding or compounding of overtime or premium pay of any type, but that in the event more than one rate could be applied that the highest rate shall prevail.

### **ARTICLE 14**

#### **VACATION**

##### **Section 1. Eligibility and Allowance**

All eligible employees shall accrue an annual paid vacation as specified below, based on the following service requirements:

| <b><u>Service Period</u></b> | <b><u>Accrual Rate</u></b> | <b><u>Maximum Accrual</u></b> | <b><u>Cash-out Maximum</u></b> |
|------------------------------|----------------------------|-------------------------------|--------------------------------|
| 0 to 6 years                 | 80 hours per year          | 160 hours                     | 160                            |
| 6 to 13 years                | 120 hours per year         | 240 hours                     | 200                            |
| 13 to 19 years               | 160 hours per year         | 280 hours                     | 240                            |
| Over 19 years                | 200 hours per year         | 320 hours                     | 280                            |

An employee who leaves the employment of the City shall be compensated for vacation leave earned and accrued to the date of separation except as otherwise limited in this article. Employees shall not be entitled to accrue vacation during any period of time that the employee is on an unpaid leave of absence, excluding suspensions or unpaid absences relating to union business.

Total accrued but unused vacation for an employee shall not at any time exceed the Maximum Accrual as shown above. Upon separation the maximum number of vacation hours that will be paid upon termination is shown above, Cash-Out Maximum.

The above provision notwithstanding, all employees hired on or before December 31, 2001 shall be considered “grandfathered” and allowed to accumulate twice their accrual rate in all service periods and cash-out up to twice their annual accrual rate.

## **Section 2. Pay**

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the date the vacation is utilized.

## **Section 3. Approval**

The final decision on the approval or denial of vacation leave shall rest with the Chief or his designee. In considering approval or denial of a vacation request, supervisors shall consider the shift staffing (manpower) and work load as the determining factors for approval or denial. Vacation leave shall not be unreasonably denied. Officers shall be allowed to request vacation leave after arriving at work for that day, should shift supervisors determine that adequate manpower exists to approve the request.

In the absence of extenuating circumstances, an employee's vacation leave will be approved unless the leave would cause manpower staffing levels to fall below what is considered to be "normal" staffing for the unit or division to which he/she is assigned. Vacation time shall be granted in increments of one hour.

In order to allow division commanders the opportunity to plan for vacation absences, the employee's primary vacation periods shall begin 54 days prior to the start of the first shift change in January. Vacation choices shall be made according to seniority. This process shall not prohibit the employee from taking vacation throughout the year, provided that such leave request is properly submitted and approved. Each officer shall be allowed 3 rounds of vacation selections with each selection being no more than 80 hours, not to include regular days off. Each officer will be allowed 72 hours to select each vacation bid. If an officer fails to submit a vacation bid within the 72 hours allowed for each bid, that bid will be forfeited, and they will go to the bottom of the list and the next officer in rotation will be allowed to bid.

## **Section 4 - Vacation “Sell Back”**

An employee with seven (7) or more years’ service who has accrued 50% of the employee’s total accrual limitation by October 1 and/or April 1 of each year shall have the option to “sell back” up to 80 hours of their vacation accumulation per six month period. Reimbursement will be made on an hour for hour basis and payment shall be made on the first pay day in December and/or the first pay day in June.

Forms will be available in the office of the Police Chief and the completed form must be submitted to the Police Chief no later than 5:00 p.m., October 15 and/or 5:00 p.m. April 15. It shall be the sole responsibility of the employee requesting reimbursement to submit the request form in a timely manner.

## ARTICLE 15

### **SPECIAL ASSIGNMENT PAY**

#### **Section 1. Motor Cycle Pay**

The City agrees to provide motorcycle duty pay in the amount of \$25.00 each bi-weekly payroll period contained in the period of April 1 through October 31 to officers who are assigned and who operate as part of their regular duties a City motorcycle. Payment to officers who are not assigned to motorcycle duty for the entire period where motorcycles are utilized shall be pro-rated.

#### **Section 2. Field Training Officer (FTO)**

Employees designated by the Police Chief as Field Training Officers shall make a one (1) year commitment to serve as a Field Training Officer. The commitment period shall begin with the first shift change in January of each year. During the commitment period employees shall not be allowed to voluntarily change work hours or divisions if such change would make them unavailable for duties as a Field Training Officer. If, however, the employee seeks an assignment to another division during the one (1) year commitment and the Police Chief approves that reassignment, the employee may resign as a Field Training Officer. Employees serving as a Field Training Officer shall be paid \$25.00 bi-weekly for the entire one year period. In addition to this payment, while training a recruit, the Field Training Officer will receive an additional one hour of pay for every 8 hour shift worked (or partial shift worked) up to an additional 5 hours pay per week. Pay for serving as a Field Training Officer shall be pro-rated for any employee, who accepts an assignment which would make them unavailable for duties as a Field Training Officer; or, who terminates employment with the City during the Commitment Period.

#### **Section 3. Hazardous Device Technicians**

An employee certified as a Hazardous (Explosive) Device Technician by the F.B.I. or equivalent U. S. Government program will be compensated at the rate of \$20.00 bi-weekly provided that the employee maintains this certification and is serving the department in that capacity. An employee who does not meet the continuing educational requirements for this certification or is not available to perform these duties shall not be eligible for this special pay.

#### **Section 4. K-9 Officers**

The City and Union agree that an employee who is assigned to work as a K-9 Officer shall be allowed 30 minutes of non-shift work time each day to feed and care for the animal assigned. It is further agreed that the total bi-weekly compensation for the care and feeding of the animal shall be seven hours pay at the City's overtime rate (30 minutes per day, seven days per week). Any required training will be done during regular working hours.

#### **Section 5. Pay for Being Bi-lingual in English and Spanish**

A Police Officer who is bi-lingual in either (1) English and Spanish; or (2) English and American Sign Language will be compensated at the rate of \$25 bi-weekly provided that officer is serving the department in that capacity. To be considered bi-lingual the employee must be able to communicate easily and naturally in both languages with equal or nearly equal fluency.



## **Section 6. Emergency Services Team**

Any Emergency Services Team member who successfully completes three (3) EST quarterly physical fitness tests shall receive eight (8) hours of wellness time per year. Once a year, EST members shall also test within the Wellness Program policy (General Order 338.0) and would be eligible for an additional 8-16 hours of wellness time for a maximum of 24 hours per year.

## **ARTICLE 16**

### **LEAVE OF ABSENCE**

#### **Section 1. Court Leave**

- A. An employee who is required to serve as a witness or juror in Federal, State, County, or City Court or as a litigant in a case resulting directly from the discharge of his duties as an employee shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he is a party, he shall not be granted court leave, but may use vacation leave time, or be granted leave without pay for the length of such service.
- B. Procedure: An employee who is called for witness or jury duty shall present to his/her supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence showing the actual time in attendance at Court.
- C. Fees: Fees received for jury service in Federal, State, County, or City Court shall be turned over to the City's Finance Director. No employee shall receive witness fees paid from his employer's fund.

#### **Section 2. Union Business**

- A. Time off for member of the negotiating team, not to exceed four (4) in number shall not count against perfect attendance. Time off for an employee who files a grievance and is required to attend a grievance or arbitration hearing shall not count against perfect attendance. The President of the F.O.P. shall notify the Chief in writing three (3) working days in advance of the employee(s) who will be required to attend such grievance or arbitration hearing.
- B. Members of the union selected by the union to participate in other union activity may be granted a leave of absence, without pay, at the request of the Union. A leave of absence without pay for such union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon request of the union.
- C. The City shall allow the union a total of 80 hours of paid leave per contract year for the purpose of employees attending union educational or training seminars. To be eligible for such leave the union must submit a leave request to the Police Chief for approval thirty (30) calendar days in advance of the leave date. The thirty day notice may be waived by mutual agreement.

Subject to approval of the Police Chief up to two (2) officers may be approved for Union business at one time.

### **Section 3. Funeral Leave**

- A. In the event of a death in the immediate family, an employee shall be granted a paid leave of up to three (3) work days for the purpose of arranging for or attending the funeral.
- B. "Immediate family" shall be defined as the employee's or the employee's spouse's parent, step parent, grandparent, child, step child, grandchild, brother, or sister and the employee's spouse.
- C. In the case of the death of an employee's spouse, parent, or child additional time may be granted at the discretion of the Chief. The employee would need to use some other form of available paid leave for this additional time (e.g. vacation, comp time, holiday, casual day). Sick time may not be used for this leave.

## **ARTICLE 17**

### **SICK LEAVE**

#### **Section 1. Definition**

Sick leave is paid leave granted for the purpose of providing a recuperative period to employees who are unable to work because of a non-employment related illness or injury; or, because of an illness or injury in the employee's immediate family.

#### **Section 2. Eligibility**

Regular full-time employees shall be eligible to use sick leave after completion of two (2) continuous months of employment. No employee shall be entitled to sick leave for injuries or illness connected with city employment, outside employment, or self-employment. Employment shall be defined as working for wage or profit.

#### **Section 3. Utilization**

All employees will accrue sick leave at the rate of eight (8) hours of sick leave per month worked. Unused sick leave will be allowed to carry over from one year to the next; however, at no time shall total accumulated sick leave exceed 1,040 hours. Accumulated sick leave acquired since July 1, 1999, will not be paid upon termination of employment for any reason. New employees hired on or after 7-1-2014 shall be credited with an additional 40 hours of sick leave upon hire.

#### **Section 4. Family Illness**

An employee shall be granted up to 16 hours sick leave per contract year for illness or injury in the immediate family. If the employee has exhausted all other forms of paid leave, leave for family illness may be extended for up to a total of 40 hours per contract year by the Police Chief. For this section, immediate family shall mean the employee's spouse, parents, grandparents, children, brother or sister, step parents, and step children.

## **Section 5. Reporting Sick Leave**

The employee or a member of the employee's household shall notify the supervisor or the Central Records Section at least one (1) hour prior to the scheduled reporting time. Except in the case of a long term illness where the length of the sick leave is established by a doctor's certificate, such notice shall be provided each day the employee is unable to report to work. No sick leave shall be granted to an employee who fails to meet the reporting requirement. Immediately upon return to work the employee shall submit a leave form to the supervisor.

## **Section 6. Medical Statement**

An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:

- A. For the purpose of verifying illness or injury.
- B. Certifying the employee as able to return to work in the position held prior to the illness or injury.

## **Section 7. Abuse or Fraud**

Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action.

## **Section 8. Catastrophic Family Illness**

In the event that an employee has been approved for a leave of absence under the Family Medical Leave Act for the purpose of providing medical care to the employee's child, spouse or parent, the following provisions for obtaining paid leave for some or all of the approved leave shall apply:

- 1. The employee will be required to utilize all of his accumulated vacation leave. All restrictions on vacation usage shall be waived.
- 2. An employee who utilizes all of his vacation accumulation may request to use all other forms of paid leave.
- 3. Other union employees may, on a voluntary basis, contribute vacation leave to the employee on leave on an hour for hour basis to allow the employee to be absent with pay. If this option is utilized, it shall be the responsibility of the Union to provide the City with a list of employees whose vacation accumulations will be debited, the date of leave for which each voluntary contribution is intended and written authorization from each employee involved who contributed such vacation leave.

## **Section 9. Sick Leave Conversion (PEHP)**

Any employee with a sick leave balance of 1,000 hours as of the payroll period that includes January 1st of each fiscal year shall have a \$1,000 contribution made by the City into their PEHP account.

Payment will be made no later than January 31<sup>st</sup> of each year. No pro-rated payment will be made upon termination for any reason.

## ARTICLE 18

### **PERFECT ATTENDANCE PAY**

For each calendar month in which an employee records perfect attendance, (exclusive of funeral of an immediate family member) after the completion of six (6) months employment, such employee shall be eligible for 2.667 hours pay. Payment shall be made on the last payday in July and shall apply to the previous 12 month period beginning on July 1 and ending on June 30. Upon request of the employee and at the discretion of the Chief, an employee may utilize time off in lieu of pay for perfect attendance. Holidays, vacation and compensatory time off shall not count against perfect attendance. Accrual of perfect attendance leave shall not exceed 32 hours.

An employee shall not be eligible to earn perfect attendance pay/leave while on terminal leave. Terminal leave shall be defined as a leave where an employee has given notice of their intent to terminate employment on a specific date; or, does not return to active employment after a paid or unpaid leave of absence for any reason. Terminal leave status shall begin on the last day of active employment after an employee gives written notice of their intent to terminate employment and does not return to work; or, on the first day of any paid or unpaid leave of absence from which the employee does not return to work.

Absences due to the employee's presence during the birth of child shall not count against the perfect attendance pay provision.

## ARTICLE 19

### **OFF DUTY POLICE ACTIONS**

Any time spent while off-duty effectuating a felony or misdemeanor arrest (exclusive of traffic related offenses) will be compensable hours of work. Officers working approved secondary employment shall receive compensation from the City at the appropriate rate when required to utilize arrest powers. Such compensation shall only be for the time spent effectuating the arrest. Provisions of Article 6, Call Back, shall not apply. The power of arrest will only be used in accordance with all Police Department policies, procedures and special orders. Any remuneration received by a Police Officer from a secondary employer for time spent on an arrest, will be remitted back to the City.

In the event that an off-duty arrest results in court time related to the criminal prosecution of the individual arrested, such time shall be compensable under Article 6, Call Back.

## ARTICLE 20

### **COMPENSATION FOR PERSONAL LOSS**

Each employee shall be eligible to be compensated for the cost of repair or replacement of watches, watchbands, flashlights, eyeglasses, contact lens, sunglasses, and cellular telephones which may be damaged or destroyed through the performance of official duty. Compensation to any officer for any and all such losses shall not exceed \$300 in any contract year.

In order for a claim to be approved, actual loss must be shown either by producing the damaged article or by proper documentation of the incident by witnesses or other proper evidence,

and must not be due to the employee's own negligence. In addition, the employee must present a receipt for the purchase they made to replace the damaged item. Claims shall be approved at the discretion of the Chief of Police.

If compensation is received from any other source then no payment shall be allowed under this article. If compensation is received from another source subsequent to payment under this article, the employee shall be required to remit to the City the amount previously paid by the City.

## ARTICLE 21

### **BULLETIN BOARDS**

#### **Section 1: Bulletin Boards**

The City agrees to provide space in the squad room for union bulletin boards which shall be properly maintained by the union and used for the following notice.

- A. Union Business
  - 1. Meetings
  - 2. Elections
  - 3. Reports
  - 4. Any other union business of interest to its members.
- B. Recreational and social affairs of the union or its' members.

The union agrees there shall be no other posting by the union or employees upon City property; provided, the Chief of Police may permit other material, not reflecting upon the City, any of its employees, or any other labor organization of City employees.

#### **Section 2: Network Access**

The City agrees to allow the Union to utilize the City's email service to notify members of Union business. The use of the city's network shall be limited to only the following union business:

- 1. Meetings
- 2. Elections
- 3. Reports
- 4. Any other union business of interest to its members.

## ARTICLE 22

### **SETTLEMENT OF DISPUTES**

#### **Section 1. Definition**

A grievance shall be defined as a dispute or disagreement raised by an employee involving the interpretation or application of the specific provisions of this agreement. It is specifically understood that any matters governed by the Civil Service Commission rules or Civil Service

statutory provisions shall not be subject to the grievance procedure herein. The employee shall have the right to union representation and/or an attorney at all steps of the grievance procedure.

**Section 2. Procedure (Reference to working days shall mean Monday-Friday excluding holidays observed by the City.)**

The following procedure notwithstanding, an employee may grieve the action of a supervisor beginning at the step above that supervisor. Such grievance shall be in writing and shall be subject to the fourteen (14) working day filing period described in Step 1. Further processing of the grievance shall be in accordance with the procedures outlined below.

**Step 1** An employee, with or without a representative of the union, who has a grievance shall present his grievance in writing to his immediate supervisor within fourteen (14) working days of the occurrence or the date on which it first became known to the employee. The supervisor shall respond within five (5) working days in writing.

**Step 2** Within five (5) working days after the decision in Step 1 or if no timely decision has been made, the employee shall then present the written grievance to the Watch Commander. The Watch Commander shall respond in writing within five (5) working days.

**Step 3** Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the Division Commander. The Division Commander shall respond in writing within five (5) working days.

**Step 4** Within five (5) working days after the decision in Step 3, or if no timely decision has been made, the employee shall then present the written grievance to the Chief of Police. The Chief shall respond in writing within five (5) working days.

**Step 5** Within five (5) working days after the decision in Step 4, or if no timely decision has been made, the employee shall then present the written grievance to the Government Head. The Government Head or his designated representative shall respond in writing within five (5) working days.

**Step 6** Should the response of the Government Head not be satisfactory, the employee shall, within five (5) working days, present a written request for arbitration to the Government Head. The parties shall promptly meet to attempt to agree on an arbitrator. Should the parties fail to agree they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of seven (7) arbitrators, and by alternately striking names, (a coin toss shall determine who shall strike the first name), an arbitrator will be selected.

Expenses for the arbitrator's services and proceedings, excluding transcript costs, shall be borne equally by the employer and the union and/or employee. Each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, it shall be at that party's expense.

Failure by an employee and/or union to comply with the time limitation set out in Step 1 of the grievance procedure shall be a bar to the filing of any grievance.

### **Section 3. Authority of Arbitrator**

The arbitrator shall have no power to add to, subtract from, or change the terms of this agreement. The written decision of the arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties. The arbitrator shall limit his decision strictly to the grievances submitted to him which have been properly processed through the grievance procedure outlined in this article.

All time limits contained in this article may be extended by mutual written agreement.

### **Section 4. Right of Representation**

In the event the union representative requested to be present is on duty, he shall not be docked in pay during the time he is attending the dispute, provided prior permission has been granted by the Supervisor for the representative to be away from his work site. Prior permission may not be denied maliciously.

## **ARTICLE 23**

### **UNION/MANAGEMENT COMMITTEE**

A committee comprised of up to three (3) representatives of the union and up to three (3) representatives of the employer shall meet at mutually agreeable times to discuss procedures for avoiding future grievances, to review policies and work rules affecting bargaining unit employees, and to submit recommendations concerning health, safety practices, and departmental equipment. In addition, the committee may discuss other issues which would improve the relationship between the parties. The names of the union's permanent representatives and two (2) alternatives shall be posted, so that matters of concern to both parties may be communicated to the committee for discussion.

## **ARTICLE 24**

### **PRINTING OF CONTRACTS**

The City and Union will sign off on two master copies of the labor agreement. Each party will keep a master contract from which copies can be printed and distributed as each party sees fit. The City shall also provide the union with 100 wallet size calendars and 25 wall sized calendars showing the color-coded work schedule used by the uniform patrol for each fiscal year. After this contract, the City shall only provide the Union with an electronic calendar.

## ARTICLE 25

### **SAVINGS CLAUSE**

If any article or section of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this article and addenda shall not be effected thereby and this agreement and addenda shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such article or section. If parties cannot reach a satisfactory resolution it shall not be subject to arbitration.

## ARTICLE 26

### **WAGES**

Effective July 1, 2017, pay for Police Officers and Master Police Officers shall be as shown in Appendix B of this contract which reflects a 2.5% increase.

Effective July 1, 2018, pay for Police Officers and Master Police Officers shall be as shown in Appendix C of this contract which reflects an increase of 2.5%.

Effective July 1, 2019 pay for Police Officers and Master Police Officers shall be as shown in Appendix D of this contract which reflects an increase of 2.5%.

Effective July 1, 2017, employees will be paid a stipend of \$1,000 per year to be paid on a bi-weekly basis starting the first pay period after reaching 22 years' employment. \*This payment will be made by adding to longevity in steps 22 and 26.

## ARTICLE 27

### **LONGEVITY PAY**

Longevity will be paid according to the following schedule, according to years served.

|  |                     |
|--|---------------------|
| After five (5) years continuous service        | \$10.00 bi-weekly   |
| After ten (10) years continuous service        | \$20.00 bi-weekly   |
| After fourteen (14) years continuous service   | \$30.00 bi-weekly   |
| After eighteen (18) years continuous service   | \$45.00 bi-weekly   |
| After twenty-two (22) years continuous service | *\$100.00 bi-weekly |
| After twenty-six (26) years continuous service | *\$110.00 bi-weekly |



## ARTICLE 28

### **SHIFT DIFFERENTIAL**

Each employee assigned to the afternoon or night shift shall be eligible for an allowance of \$875 per year during which the employee is assigned to such shift. Payment for assignment to the afternoon or night shift for less than a year shall be pro-rated. To be eligible the employee must be assigned to the applicable shift for at least 50% of the available hours during the month. Payment shall be made on the first payday in December and shall apply to the previous twelve month period beginning December 1 and ending November 30.

## ARTICLE 29

### **EMBODIMENT**

This agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

This agreement shall be effective and binding upon the employer and the union and shall remain in full force and effect for the term of this agreement.

This agreement shall contain all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the life of this agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this agreement, or which may have been omitted in bargaining which lead up to the execution of this agreement, except by mutual agreement of the parties.

The parties to this agreement jointly and separately agree that this agreement embodies all applicable provisions relating to employees covered. Only those provisions or procedures relative to wages, hours, or other working conditions which are included as contract items shall be valid and have effect.

## ARTICLE 30

### **AGENCY SECURITY**

The union agrees to the essential nature of services provided by its members in protecting public safety. In recognition of this fact and the requirement of Chapter 20 of the Code of Iowa, the union agrees that there shall be no work interruptions, slowdowns, or strikes as defined in Chapter 20 of the Code.

## ARTICLE 31

### **TRADE TIME**

Trade time may be granted in accordance with the following provisions:

1. Trade time will be used only when the ordinary ways of obtaining time off are not available.
2. Officers requesting trade time shall submit the request through the chain of command on an inter-office memo, signed by each officer. Trade time is granted only after a request has been approved by each level of command.
3. Officers requesting trade time shall submit such request in such a manner so as to provide reasonable notice to the supervisors involved.
4. Only 15 (fifteen) trade time days may be used during each year and may not be accumulated from one year to another. A maximum of 60 days is allowed between the dates of the trade days involved in the trade.
5. For purposes of accounting, only the officer initiating the trade will be credited with one day's trade time.
6. Only the initial two (2) officers may be involved in the trade.
7. Trade time may not be treated as overtime.
8. Any officer who, without justification, fails to honor his trade time commitment will be docked one (1) day's pay. In the event that one of the officers involved in the trade is promoted, transferred, sick, or for any other reason is not able to fulfill their obligation, they agree to make it up at the convenience of the City.
9. This article is not applicable to probationary personnel.
10. Trade time will not be used for absence from any scheduled departmental training.

## ARTICLE 32

### **LIGHT DUTY**

Employees who by virtue of accident, injury, or sickness, are unable to perform their regular assigned job duties and are on authorized leave or injured status may be required by the Chief of Police or his designated representative to return to work to perform such light duty assignments so designated by the Chief of Police or his designated representative. Light duty assignments shall be limited to no more than 180 calendar days for any one illness or injury unless the Mayor approves additional light duty as being in the best interest of the City.

## ARTICLE 33

### **OFF-DUTY EMPLOYMENT**

Officers shall be permitted to engage in off-duty employment, either in or out of uniform, provided such employment is not a conflict of interest, nor conflicts with the employee's performance of duties with the City of Council Bluffs. Duties with the City of Council Bluffs shall take priority over off-duty employment. Off-duty employment may be either law enforcement or non-law enforcement related. In either case, officers shall make written notification to the Chief of Police of his/her intent to engage in off-duty employment. All officers who are working a secondary job, whether law enforcement related or not, will report the number of hours that he/she works to the Uniform Division Commander, or designee by the last day of the pay period. (The pay period is from 0001 hours the Saturday before pay day to 2359 hours the Friday after pay day; pay days are every other Friday.)

Officers cannot work more than one hundred forty four (144) hours during a pay period, including total working hours for the Police Department. The maximum number of hours worked of any type in a calendar day will be sixteen hours (16). This provision may be waived by the Chief for cause.

#### **Law Enforcement Related**

Law enforcement related off-duty employment shall be defined as employment that requires officers, either in or out of uniform to represent themselves as police officers, maintaining their color of authority (powers of arrest). This is normally in the form of working security for businesses, schools or other public entities.

Officers shall notify the Chief of Police in writing, of all law enforcement related off-duty employment so a determination can be made as to the existence of any potential conflict of interest. Employees shall not wear any City provided clothing or use City equipment during outside employment without the written permission of the Chief of Police who shall not deny permission without presenting a reasonable explanation of a conflict of interest or the appearance of a conflict of interest. Officers shall follow all city and departmental rules and regulations that are required during employment on behalf of the City.

Non-law enforcement related off-duty employment shall be defined as employment having no relationship to law enforcement, where officers will, in no way, represent themselves as police officers or use any color of authority (power of arrest). No Council Bluffs Police Department or City equipment shall be used for employment. City and departmental rules and regulations shall apply in this type of employment.

Officers shall notify the Chief of Police in writing, using the departmental "Secondary Employment" form, of all non-law enforcement related off-duty employment.

#### **Termination of Off-duty Employment Permission**

Officers shall be allowed to work off-duty employment until such time as this right is terminated by the Chief of Police for: (a) the existence of a conflict of interest or the appearance of a conflict of interest or (b) for disciplinary reasons.

#### ARTICLE 34

#### **DRUG TESTING**

The employer shall have the right to conduct drug testing consistent with state and federal laws.

#### ARTICLE 35

#### **SAFETY**

Each sworn employee will be issued one soft vest and one cover every five years or the manufacturers recommended replacement time, whichever is longer. The employee will be responsible for replacing the cover, if necessary, during this period. The old vest must be presented in order for the City to issue a replacement. The vests remain the property of the City. Vests and/or covers damaged in the line of duty and adequately verified, shall be replaced by the City. A committee comprised of up to two (2) union members may assist the employer in choosing a vest that complies with the minimum standards set by the City.

#### ARTICLE 36

#### **SEVERANCE**

Upon termination, eligible employees shall be paid severance pay in the following amounts based on the employee's regular hourly rate of pay in affect at the date of termination, provided that employees who voluntarily resign or are discharged for cause shall not be eligible for this benefit. In the case of a service retirement, employees shall be required to provide two weeks written notice prior to the effective date of the termination to be eligible for severance.

Beginning July 1, 2017, all new employees hired by the City that are subject to this agreement, shall not be eligible to receive severance pay as outlined above in the event they choose a Bona Fide city retirement, voluntarily resign or are discharged for cause.

| <u>Years of Service</u>                        | <u>Amount</u> |
|--|---------------|
| More than five (5), but less than ten (10)     | 80 hours pay  |
| More than ten (10), but less than fifteen (15) | 120 hours pay |
| More than fifteen (15)                         | 160 hours pay |

## ARTICLE 37

### **WELLNESS PROGRAM**

Effective July 1, 2017, participation in the Wellness program is mandatory for all sworn employees hired after July 1, 2017. All other sworn employees are encouraged to participate in the existing Wellness program.

## AGREEMENT

This agreement shall begin July 1, 2017 and continue in force to and including June 30, 2020. In witness whereof, the parties have caused this agreement to be signed by their representatives and their signatures placed thereon, all on this 27<sup>th</sup> day of February 2017, Council Bluffs, Iowa.

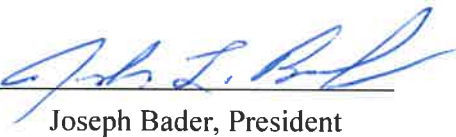
City of Council Bluffs, Iowa

Fraternal Order of Police, Lodge 1

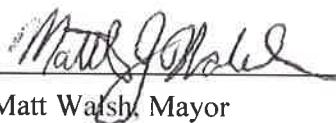
BY:

  
\_\_\_\_\_  
Jon Finnegan, Director of Human Resources

BY:

  
\_\_\_\_\_  
Joseph Bader, President

BY:

  
\_\_\_\_\_  
Matt Walsh, Mayor

## APPENDIX A

### UNIFORM DIVISION SCHEDULE

| Mon   | Tues | Wed  | Thurs | Fri   | Sat | Sun |
|-------|------|------|-------|-------|-----|-----|
| Red   | Blue | Blue | Green | Green | Red | Red |
| Black | Blue | Blue | Green | Green | Red | Red |
| Black | Blue | Blue | Green | Green | Red | Red |
| Black | Blue | Blue | Green | Green | Red | Red |

| Mon   | Tues  | Wed   | Thurs | Fri | Sat  | Sun  |
|-------|-------|-------|-------|-----|------|------|
| Blue  | Green | Green | Red   | Red | Blue | Blue |
| Black | Green | Green | Red   | Red | Blue | Blue |
| Black | Green | Green | Red   | Red | Blue | Blue |
| Black | Green | Green | Red   | Red | Blue | Blue |

| Mon   | Tues | Wed | Thurs | Fri  | Sat   | Sun   |
|-------|------|-----|-------|------|-------|-------|
| Green | Red  | Red | Blue  | Blue | Green | Green |
| Black | Red  | Red | Blue  | Blue | Green | Green |
| Black | Red  | Red | Blue  | Blue | Green | Green |
| Black | Red  | Red | Blue  | Blue | Green | Green |

Days marked "Red" are the regular days off for employees assigned to the red team; the blue team and the green team are scheduled to work.

Days marked "Blue" are the regular days off for employees assigned to the blue team; the red team and green team are scheduled to work.

Days marked "Green" are the regular days off for employees assigned to the green team; the red team and the blue team are scheduled to work on days marked "Black", the red, blue, and green teams are scheduled to work.

## APPENDIX B

### POLICE UNION PAY SCALE

Effective July 1, 2017 through June 30, 2018

|           | <u>STEP</u>           | <u>ANNUAL</u> | <u>BI-WEEKLY</u> | <u>HOURLY</u> | <u>MONTHLY</u> | <u>OVERTIME</u> |
|-----------|-----------------------|---------------|------------------|---------------|----------------|-----------------|
| <b>01</b> | <b>POLICE OFFICER</b> |               |                  |               |                |                 |
|           | 1                     | 50,450.52     | 1,932.97         | 24.5988       | 4,204.21       | 36.8982         |
|           | 2                     | 52,378.79     | 2,006.85         | 25.5389       | 4,364.90       | 38.3084         |
|           | 3                     | 55,097.88     | 2,111.03         | 26.8647       | 4,591.49       | 40.2971         |
|           | 4                     | 59,853.04     | 2,293.22         | 29.1833       | 4,987.75       | 43.7750         |
|           | 5                     | 64,296.31     | 2,463.46         | 31.3497       | 5,358.03       | 47.0246         |
|           | 6                     | 73,755.47     | 2,825.88         | 35.9618       | 6,146.29       | 53.9427         |
|           | 7                     | 75,230.64     | 2,882.40         | 36.6811       | 6,269.22       | 55.0217         |
| <b>03</b> | <b>MASTER OFFICER</b> |               |                  |               |                |                 |
|           | 1                     | 50,450.52     | 1,932.97         | 24.5988       | 4,204.21       | 36.8982         |
|           | 2                     | 52,378.79     | 2,006.85         | 25.5389       | 4,364.90       | 38.3084         |
|           | 3                     | 55,097.88     | 2,111.03         | 26.8647       | 4,591.49       | 40.2971         |
|           | 4                     | 59,853.04     | 2,293.22         | 29.1833       | 4,987.75       | 43.7750         |
|           | 5                     | 64,296.31     | 2,463.46         | 31.3497       | 5,358.03       | 47.0246         |
|           | 6                     | 73,755.47     | 2,825.88         | 35.9618       | 6,146.29       | 53.9427         |
|           | 7                     | 75,230.64     | 2,882.40         | 36.6811       | 6,269.22       | 55.0217         |

### STEP PROGRESSION

Employees serve 1 year in steps 1, 2, 4, 5. Step 3 requires two year's service. Employees move to step 6 with 6 year's service and top out at Step 7 with 18 years service.



## APPENDIX C

### POLICE UNION PAY SCALE

Effective July 1, 2018 through June 30, 2019

|           | <u>STEP</u>           | <u>ANNUAL</u> | <u>BI-WEEKLY</u> | <u>HOURLY</u> | <u>MONTHLY</u> | <u>OVERTIME</u> |
|-----------|-----------------------|---------------|------------------|---------------|----------------|-----------------|
| <b>01</b> | <b>POLICE OFFICER</b> |               |                  |               |                |                 |
|           | 1                     | 51,711.93     | 1,981.30         | 25.2138       | 4,309.33       | 37.8207         |
|           | 2                     | 53,688.22     | 2,057.02         | 26.1774       | 4,474.02       | 39.2661         |
|           | 3                     | 56,475.18     | 2,163.80         | 27.5363       | 4,706.27       | 41.3045         |
|           | 4                     | 61,349.62     | 2,350.56         | 29.9129       | 5,112.47       | 44.8694         |
|           | 5                     | 65,903.54     | 2,525.04         | 32.1334       | 5,491.96       | 48.2001         |
|           | 6                     | 75,599.17     | 2,896.52         | 36.8608       | 6,299.93       | 55.2912         |
|           | 7                     | 77,111.41     | 2,954.46         | 37.5981       | 6,425.95       | 56.3972         |
| <b>03</b> | <b>MASTER OFFICER</b> |               |                  |               |                |                 |
|           | 1                     | 51,711.93     | 1,981.30         | 25.2138       | 4,309.33       | 37.8207         |
|           | 2                     | 53,688.22     | 2,057.02         | 26.1774       | 4,474.02       | 39.2661         |
|           | 3                     | 56,475.18     | 2,163.80         | 27.5363       | 4,706.27       | 41.3045         |
|           | 4                     | 61,349.62     | 2,350.56         | 29.9129       | 5,112.47       | 44.8694         |
|           | 5                     | 65,903.54     | 2,525.04         | 32.1334       | 5,491.96       | 48.2001         |
|           | 6                     | 75,599.17     | 2,896.52         | 36.8608       | 6,299.93       | 55.2912         |
|           | 7                     | 77,111.41     | 2,954.46         | 37.5981       | 6,425.95       | 56.3972         |

### STEP PROGRESSION

Employees serve 1 year in steps 1, 2, 4, 5. Step 3 requires two year's service. Employees move to step 6 with 6 year's service and top out at Step 7 with 18 years service.

## APPENDIX D

### POLICE UNION PAY SCALE

Effective July 1, 2019 through June 30, 2020

|           | <u>STEP</u>           | <u>ANNUAL</u> | <u>BI-WEEKLY</u> | <u>HOURLY</u> | <u>MONTHLY</u> | <u>OVERTIME</u> |
|-----------|-----------------------|---------------|------------------|---------------|----------------|-----------------|
| <b>01</b> | <b>POLICE OFFICER</b> |               |                  |               |                |                 |
|           | 1                     | 53,004.66     | 2,030.83         | 25.8441       | 4,417.06       | 38.7662         |
|           | 2                     | 55,030.28     | 2,108.44         | 26.8318       | 4,585.86       | 40.2477         |
|           | 3                     | 57,887.19     | 2,217.90         | 28.2247       | 4,823.93       | 42.3371         |
|           | 4                     | 62,883.25     | 2,409.32         | 30.6607       | 5,240.27       | 45.9911         |
|           | 5                     | 67,551.24     | 2,588.17         | 32.9367       | 5,629.27       | 49.4051         |
|           | 6                     | 77,489.07     | 2,968.93         | 37.7823       | 6,457.42       | 56.6735         |
|           | 7                     | 79,039.15     | 3,028.32         | 38.5381       | 6,586.60       | 57.8072         |
| <b>03</b> | <b>MASTER OFFICER</b> |               |                  |               |                |                 |
|           | 1                     | 53,004.66     | 2,030.83         | 25.8441       | 4,417.06       | 38.7662         |
|           | 2                     | 55,030.28     | 2,108.44         | 26.8318       | 4,585.86       | 40.2477         |
|           | 3                     | 57,887.19     | 2,217.90         | 28.2247       | 4,823.93       | 42.3371         |
|           | 4                     | 62,883.25     | 2,409.32         | 30.6607       | 5,240.27       | 45.9911         |
|           | 5                     | 67,551.24     | 2,588.17         | 32.9367       | 5,629.27       | 49.4051         |
|           | 6                     | 77,489.07     | 2,968.93         | 37.7823       | 6,457.42       | 56.6735         |
|           | 7                     | 79,039.15     | 3,028.32         | 38.5381       | 6,586.60       | 57.8072         |

### STEP PROGRESSION

Employees serve 1 year in steps 1, 2, 4, 5. Step 3 requires two year's service. Employees move to step 6 with 6 year's service and top out at Step 7 with 18 years service.

## APPENDIX E

### Calculation of City Hourly Rate under Police Labor Contract

1. All police officers are paid a bi-weekly wage which is compensation for working a set schedule. Prior to 7-1-92 this schedule consisted of a 40 hour work week for all employees.
2. Effective 7-1-92 the City and Union implemented a reduced work schedule for the uniform patrol division. This schedule is a repeating 12-week (84 day) cycle where employees are scheduled to work 472 hours. This is 8 hours less than a true 40-hour week (12 weeks \* 40 hours = 480 hours).
3. When the calculation was annualized it was determined as follows:
  - There are 4.345 84-day cycles in a year (365 days in a year / 84 days in a cycle)
  - The average number of hours worked in a year is 2051 (4.345 cycles \* 472 hours worked per cycle)
  - The number of hours worked per pay period is 78.58 (2051 hours/26.1 pay periods in a year)
4. The parties further agreed that the higher hourly rate that would result by using the 78.58 hours bi-weekly would be used as the City's hourly rate for all employees. The hourly rate is used by the City in paying overtime (hours worked beyond regular schedule); perfect attendance pay; holiday pay, etc. This provided a higher hourly wage for those not affected by the uniform patrol change.
5. All employees are still paid a bi-weekly wage in compensation for their regular hours whether those hours are a straight 40 hours per week or are the reduced uniform patrol hours.
6. In order for the pay system to use the agreed upon hourly rate, the pay stubs of employees show 78.58. This number is used to generate the correct bi-weekly for all employees (78.58 \* hourly = bi-weekly). This pays all employees the same bi-weekly pay whether in uniform or a 40 hour job. No employee ever actually works 78.58 hours in a pay period.

APPENDIX F

| City of Council Bluffs   |   |
|--|---|
| MEDICAL BENEFIT OVERVIEW   |   |
| <i>Benefit</i>   | <i>IGHCP/Wellmark BC/BS of Iowa</i>           |
| Employee Annual Deductible - Single / Family                             | \$100 / \$300                                 |
| Primary Plan Annual Deductible - Single / Family                         | \$2,500 / \$5,000                             |
| Employee Out of Pocket Max - Single / Family *                           | \$1,250 / \$2,500                             |
| Primary Plan Out of Pocket Max - Single / Family                         | \$5,000 / \$10,000                            |
| Employee Coinsurance   | In Network:90% / Out of Network:80%           |
| BC/BS Coinsurance  | In Network:70% / Out of Network:60%           |
| Physician Office Services  | \$15 copay                                    |
| Lifetime Maximum   | Unlimited                                     |
| Adult Well Care (See Preventative Services Info.)                        | \$0   |
| Well Child Care (See Preventative Services Info.)                        | \$0   |
| Smoking Cessation Consultation   | \$0   |
|  |   |
| <i>Following Services Shown</i>  | <i>In / Out of Network (After deductible)</i> |
| Hospital - Inpatient or Outpatient                                       | 90% / 80%                                     |
| Physician Hospital Services  | 90% / 80%                                     |
| Emergency Room   | \$100 Copay Plus<br>90% / 80%                 |
| Diagnostic X-Ray/Laboratory  | 90% / 80%                                     |
| Maternity  | 90% / 80%                                     |
| Nursing Facility Services / Home Health Care / Durable Medical Equipment | 80% / 80%                                     |
| Hospice (15 day lifetime maximum)  | 80% / 80%                                     |
| Ambulance Services   | 80% / 80%                                     |
| Mental Health/Substance Abuse - Inpatient                                | 90% / 80%                                     |
| Routine Adult Well Care Outpatient Hospital Services                     | 90% / 80%                                     |
| Prescription Drugs –   |   |
| Tier 1 - Generics  | \$0   |
| Tier 2 - Formulary   | \$15  |
| Tier 3 - Non Formulary   | \$30  |
| Tier 4 – Specialty *   | \$85  |
| Prescription Drugs - Mail Order/90 day supply                            | 2 copays                                      |

*This is a summary of benefits. Please refer to the Plan Document for benefit details.*

## APPENDIX G

### CITY OF COUNCIL BLUFFS

#### DENTAL BENEFIT OVERVIEW

|   | <b><i>IGHCP<br/>Delta Dental Plan of Iowa</i></b> |
|---|---|
| <b>Deductible - <i>Single / Family</i></b>      | \$50 / \$150                                      |
| <b>Benefit Period Maximum</b>                   | \$1,250   |
| <b>Orthodontic Lifetime Maximum</b>             | \$1,250   |
| <b>Diagnostic &amp; Preventative Services</b>   | 100%, Deductible waived                           |
| <b>Routine &amp; Restorative Services</b>       | 80%, Deductible applies                           |
| <b>Endodontic Services</b>                      | 80%, Deductible applies                           |
| <b>Periodontal Services</b>                     |   |
| Coinsurance (Non Surgical & Maintenance)        | 80%, Deductible applies                           |
| Coinsurance (Surgical)                          | 80%, Deductible applies                           |
| <b>High Cost Restorations</b>                   | 50%, Deductible applies                           |
| <b>Dentures &amp; Bridges</b>                   | 50%, Deductible applies                           |
| <b>Orthodontia Services (under age 19 only)</b> | 50%, Deductible applies                           |

*\* This is a general description of coverage. Actual coverage is subject to terms and conditions specified in the certificate of coverage and enrollment regulations in force when the certificate becomes effective. Certain exclusions and limitations apply.*

VISION CARE PLAN**SCHEDULE OF BENEFITS**

This section highlights the benefits provided under your plan. The purpose is to give you quick access to the information you will most often want to review. Please read the other sections of the Summary Plan Document for Vision coverage for a more detailed explanation of your benefits and any limitations or restrictions that might apply.

Vision Care Expense benefits payable will be 100% of charges; but not more than the Maximum Payment Limit shown for each examination or vision aid.

**Services****Maximum Payment Limit**

|                           |   |
|---------------------------|---|
| Complete Visual Analysis  | \$ 40 reimbursed at 100%. Costs that exceed \$40 a \$15 co-pay will apply with the cost covered at 100% after the co-pay. One exam every 12 consecutive months. |
| Single Lenses (pair)*     | \$ 30   |
| Bifocal Lenses (pair)*    | \$ 50   |
| Trifocal Lenses (pair)*   | \$ 75   |
| Lenticular Lenses (pair)* | \$ 125  |
| Frames                    | \$ 75 - one set every 24 consecutive months   |
| Contact Lenses            | \$ 125  |

No more than one exam and/or two lenses (one pair) every 12 consecutive months (24-months for frames).

**Payment Conditions**

If you or one of your Dependents undergoes a Complete Visual Analysis or purchases any of the listed vision aids, the Claims Administrator will pay the provider's charges to the Maximum Payment Limits as described in the Schedule of Benefits Section.

VISION CARE PLAN

**PLAN LIMITATIONS**

Vision Care benefits will not be paid for:

- a visual analysis or vision aids that are not for Medically Necessary Care; or
- any part of a charge for a visual analysis or vision aids that exceed Prevailing charges; or
- a visual analysis performed by other than a Physician or Optometrist, or vision aids not prescribed by a Physician or Optometrist; or
- a visual analysis or vision aids provided by any person in your Immediate Family or any person in your Dependent's Immediate Family; or
- a visual analysis or vision aids provided as the result of a sickness that is covered by a Workers' Compensation Act or other similar law; or
- a visual analysis or vision aids provided as the result of an injury arising out of or in the course of any employment for wage or profit; or
- a visual analysis or vision aids for which you or your Dependent has no financial liability or that would be provided at no charge in the absence of coverage or that is paid by the United States Government or one of its agencies (except as provided under Medicaid provisions or Federal law); or
- duplication or replacement of lenses or frames which have been lost, stolen, or broken; or
- sunglasses (prescribed or not); or
- more than one Complete Visual Analysis in any period of 12 consecutive months; or
- more than two lenses (one pair) in any period of 12 consecutive months or more than one set of frames in any period of 24 consecutive months; or
- a visual analysis or vision aids provided as the result of war or act of war or voluntary participation in criminal activities.